TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1904.

No. 82.

ADAMS EXPRESS COMPANY, PLAINTIFF IN ERROR,

vs.

THE STATE OF IOWA.

IN ERROR TO THE SUPREME COURT OF THE STATE OF IOWA.

FILED JULY 9, 1906.

(19,003.)

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JUDD & DETWEILER, PRINTERS, WASHINGTON, D. C., JUNE 23, 1904.

1 In the Supreme Court of Iowa, October Term, A. D. 1902.

STATE OF IOWA, Appellee,
vs.
THE ADAMS EXPRESS COMPANY, Appellant. } No. —. Criminal.

Appeal from the district court of Madison county.

Hon. J. H. Applegate, judge.

Charles Mullan, attorney general, and C. A. Robbins, county attorney, attorneys for appellee.

Maxwell & Ramsey and Jno. A. Guiher, attorneys for appellant.

Agreed Abstract of Record.

2 On December 7th, 1900, the grand jury of Madison county returned to the district court of said county against the defendant the following

Indictment.

District Court of the County of Madison, State of Iowa.

THE STATE OF IOWA
against
THE ADAMS EXPRESS COMPANY. } Indictment for Nuisance.

The grand jury of the county of Madison in the State of Iowa, being legally impaneled, sworn and charged, in the name and by the authority of the State of Iowa, accuse the Adams Express Company of the crime of nuisance, committed as follows.

The said express company on the 5th day of July, A. D. 1900, in the county of Madison aforesaid, and on divers other days and times between the 5th day of July A. D. 1900 and the finding of this indictment, in said county did erect, establish, continue and use a building, erection and place, with intent and for the purpose then and there and therein to sell intoxicating liquor, contrary to law, and with intent and for the purpose then and therein to own, keep and be concerned, engaged and employed in owning and keeping intoxicating liquor contrary to law, and did then and there and therein own and keep, and was then and there and therein concerned, engaged and employed in owning and keeping intoxicating liquor, with the intent unlawfully to sell the same within said State contrary to the statute in such case made and provided, and against the peace and dignity of the State of Iowa.

C. A. ROBBINS,
County Attorney, Fifth Judicial District of Iowa.

Notice of Indictment.

On May 5th, A. D. 1901, the following notice of finding indictment was issued:

In the District Court of the State of Iowa in and for Madison County.

STATE OF IOWA, Plaintiff,
vs.
ADAMS EXPRESS COMPANY, Defendant. } Notice of Finding Indictment.

To the Adams Express Company:

You are hereby notified that there is now on file in my office, an indictment against the Adams Express Company, in which said company is charged with keeping and maintaining a liquor
3 nuisance by using their office in St. Charles, Iowa, as a place in which to sell and keep for sale intoxicating liquors contrary to law; and you are hereby required forth-with to appear and answer said charge.

Witness my hand and the seal of said court of Winterset, Iowa, this 5th day of May A. D. 1901.

R. L. HUSTON,
Clerk of District Court of Madison County, Iowa.

Return of Notice.

On May 9th, 1901, said notice was returned to the clerk of said court with the following return of service:

STATE OF IOWA, } *ss:*
Madison County, }

I hereby certify that this notice came into my hands May 6th, 1901 and on the same day I executed the same by serving the same on C. L. Drew, agent of the Adams Express Company of St. Charles, Iowa, by reading to him and delivering a true copy to him of the same all done in Madison county, Iowa.

DOUGLAS ROY, *Sheriff.*

Trial.

On May 14th, 1901, cause called for trial, plaintiff appearing by C. A. Robbins, county attorney, and the defendant failing to make appearance, the cause having been duly assigned for trial, the court entered a plea of not guilty, jury duly empaneled and sworn, and cause proceeded to trial.

Facts.

H. BURGER being called and sworn testified:

Reside at St. Charles, Madison county, Iowa. Am city marshal. About the 4th of July, 1900, served search warrant on the office of the Adams Express Company, at St. Charles, in Madison county, Iowa. Under search warrant I found and took possession of these four boxes of whiskey, marked C. O. D. The labels which are now on boxes are the same as when seized under the warrant. These are the boxes seized at that time. The agent of defendant at
4 St. Charles, Iowa, was and is Charley Drew. I was present at the time of condemnation proceedings before mayor. Mr. Drew there testified that he expected to deliver the packages to the consignees when they came after them, upon payment by them of the C. O. D. charges. Have seen him delivering similar packages to these. And the consignees would pay the C. O. D. charges to him.

A man by the name of John Shopp lived in that neighborhood but moved away the fore part of this year.

At the time of the hearing before mayor in condemnation proceedings one of these boxes was oponed. It contained four quart bottles of whiskey.

I saw these boxes taken from the train at the railroad station. The Adams Express Company has its office in the depot building. I have seen other boxes delivered from the depot building. Sometimes parties got them from the platform and sometimes from the office.

The State offered in evidence the box on which there is a shipping tag marked "The Adams Express Company, from St. Joseph, Missouri. For Al Johnson, St. Charles, Iowa. C. O. D. $3.00." John Collum. Also a box marked with a similar tag for A. C. Foster, St. Charles, Iowa, C. O. D. $3.00, also a box on which there is a similar shipping tag marked for John Shopp, St. Charles, Iowa, C. O. D. $3.00, also the box bearing a similar tag for William Johnson, St. Charles, Iowa, C. O. D. $3.00.

It is agreed

1st. That the Adams Express Co. is a common carrier, engaged in the express business, and doing business in and through a number of the States of the United States of America and especially in and through and between points in the State of Missouri and the State of Iowa, and as such common carrier, has among others,
5 an office at St. Joseph, Missouri, and an other office at St. Charles, in Madison county, Iowa, and that the liquors in controversy in this cause were received by the agent of the Adams Express Co., at St. Joseph, Mo., to be carried to St. Charles, in Madison county, Iowa, and delivered by its agent at St. Charles, Iowa, to the consignees, whose names were marked upon the packages. That each and all of the packages were marked C. O. D., meaning that the said

packages were not to be delivered by the Adams Express Co., or its agents to the consignees until the purchase price of the different packages and the express or carriage charges had been paid to the agent of the Adams Express Co., and which purchase price was to be returned by the express Co. to the consignor at St. Joseph, Missouri.

2d. That the goods, or said liquors, were shipped upon an order which had been sent to the consignor by a traveling agent for consignor, and that the said order or orders were received by the consignor, John Collum & Co., at St. Joseph, Missouri, which orders were in the following form:

(Dated at OSCEOLA, IOWA.)

"John Collum & Co., St. Joseph, Missouri:

Please ship Plymouth Rock rye, C. O. D. to the following persons at St. Charles, Iowa:

Al Johnson, 1 gallon.
A. C. Foster, 1 gallon.
John Shopp, 1 gallon.
Wm. Johnson, 1 gallon."

Signed by agent for John Collum & Co., who deliver-d said packages to the said Adams Express Company at St. Joseph, Missouri, for carriage by the said Adams Express Co., C. O. D., to the parties named as consignees, at St. Charles, Iowa.

3d. And that the only connection of the Adams Express
6 Co. with the tran-action or tran-action- in relation to said liquors was as a common carrier, having received the same for carriage to the consignees at St. Charles, Iowa, to be there delivered to the consignees upon payment of the C. O. D. charges and the express charges to the agent of defendant.

Instructions to the Jury.

Upon the close of the testimony the court gave the following statement of issues to the jury:

The defendant is by indictment accused of the crime of nuisance, and the facts constituting said crime, as the same are alleged and set fourth in the indictment are, that the said defendant, in Madison county, Iowa, on the 5th day of July, A. D. 1900, and on divers other days and times between the 5th day July 1900, and the finding of this indictment, in said county, did erect, establish, continue and use a building, erection and place, with intent and for the purpose then and therein to sell intoxicating liquor, contrary to law, and with intent and for the purpose then and therein to own, keep and be concerned, engage, and employ in owning and keeping intoxicating liquors, with intent unlawfully to sell the same within the State of Iowa, aforesaid; and did then and there and therein sell intoxicating liquor contrary to law, and did then and there and therein

own and keep, and was then and there and therein concerned, engaged, and employed in owning and keeping intoxicating liquor, with intent unlawfully to sell the same within said State contrary to the form of the statute in such case made and provided against the peace and dignity of the State of Iowa.

To this indictment, the defendant having failed to appear the court has entered for and on behalf of the defendant a plea of not guilty, which plea puts in issue every material allegation in said indictment contained.

And among other instructions to the jury which were given upon the court's own motion, the court gave the following instructions:

No. 4. It is provided by statute that no one, by himself, clerk, servant, employee, or agent, shall, for himself or for any person else directly or indirectly, or upon any pretense, or by any device,
7 manufacture, sell, exchange, barter, dispense, give in consideration of the purchase of any property, or of any services, or in evasion of the statute, or keep for sale, any intoxicating liquor which term shall be construed to mean alcohol, ale, wine, beer, spirit-ous, vinous or malt liquors, and all intoxicating liquors whatever, or own, keep, or be in any way concerned, engaged, or employed in owning or keeping any intoxicating liquor with intent to violate any provision of the law or authorize or permit the same to be done, it is also further provided by law that whosoever shall erect, establish, continue or use any building, erection or place for any of the purposes prohibited as above set out in this instruction is guilty of a nuisance.

It is also made the duty of both courts and juriors to so construe the law with reference to the sale of intoxicating liquors as to prevent evasions thereof.

No. 5. If you shall find from the evidence offered and submitted upon the trial of this case, beyond a reasonable doubt that the defendant at any time within three years just prior to the 7th day of December A. D. 1900, in Madison county, Iowa, did erect, establish, continue, and use a building, erection and place with intent and for the purpose then and therein to sell intoxicating liquor contrary to law, and with the intent and for the purpose then and therein to own, keep and be concerned, engaged and employed in owning and keeping intoxicating liquor, with intent unlawfully to sell the same, or that it did then, there and therein sell intoxicating liquor contrary to law, and did then and there and therein own and keep, and was then and there and therein concerned, engaged and employed in owning and keeping intoxicating liquor with intent unlawfully to sell the same, then the defendant is guilty of the crime of nuisance as charged in the indictment, and you should so return your verdict; if you fail to so find then you should acquit it.

No. 6. If you find from the evidence in this case beyond a reasonable doubt that the defendant kept and maintained an office or place in St. Charles, Madison county, Iowa, and that it did within said place keep for sale intoxicating liquors contrary to law, or that

it did in said place sell intoxicating liquors contrary to law, then and in that event it is guilty of maintaining a nuisance as charged in the indictment. You are further instructed that if you find from the evidence beyond a reasonable doubt that it received and kept at its office building in St. Charles, Madison county, Iowa, packages of intoxicating liquor, carried by it from other points as a
8 common carrier, that said packages of liquor were marked C. O. D. and the price of said liquors marked thereon, and you further find from the evidence beyond a reasonable doubt, that the liquors so kept and held by it with intent to deliver same at said place to the party to whom it was consigned upon the payment and collection of the purchase price of the said intoxicating liquors, then and in that event, you are instructed that such delivery and collection of said purchase price of said intoxicating liquor would constitute a sale of said liquor at the place of its delivery and the collection of the purchase price thereof, and if you shall find from the evidence beyond a reasonable doubt, that intoxicating liquors were kept and held by the defendant at its office in St. Charles, Madison county, Iowa, for delivery at said place on the payment of the purchase price thereof, and that said acts were committed by the defendant within three years next prior to the 7th day of December 1900, then the defendant is guilty of the crime of nuisance as charged in the indictment.

Verdict of Jury.

On the same day the jury returned into court the following verdict:

We, the jury, find the defendant, The Adams Express Company, guilty of the crime of nuisance, as charged in the indictment.

Judgment.

On May 15th, 1901, the court made and entered the following judgment:

Now at this time, to-wit: May 15th, A. D. 1901, this cause comes on for trial, and the court being well and fully advised in the premises, it is therefore ordered that the defendant pay a fine of $350.00 and the cost of this action taxed at — dollars and that execution issue therefor. Bail on appeal is affixed in the sum of $500.00.

To all of which the defendant at the time duly excepts.

On May 15, 1901, court adjourned *sine die.*

On May 14, 1901, the short hand notes of the whole proceedings had on said trial, duly certified as required by law, were
9 filed in the office of the clerk of said court, and made part of the record in this case, and on April 29th, 1902, a transcript

of said shorthand notes, duly certified by the official shorthand reporter, as required by law, were filed with the clerk of said court.

On April 28th, 1902, a notice of appeal was duly served on the county attorney of Madison county, Iowa, and on the clerk of the district court of said county, and filed in the office of the said clerk, and on May 2d, 1902, an appeal bond was filed in said clerk's office.

Agreement of Parties.

It is hereby agreed that the above and foregoing abstract is a full, fair and complete abstract of the record of the above cause, and that this cause may be heard, tried and determined in the supreme court of Iowa upon said abstract.

C. A. ROBBINS,
County Attorney.
JNO. A. GUIHER,
Attorney for Defendant.

I hereby certify that the cost of printing this abstract is eight dollars ($8.00).

JNO. A. GUIHER,
Attorney for Appellant.

10 In the Supreme Court of Iowa, October Term, A. D. 1902.

STATE OF IOWA, Appellee,
vs.
THE ADAMS EXPRESS COMPANY, Appellant. } No. —. Criminal.

Appeal from the district court of Madison county.

Hon. J. H. Applegate, judge.

Charles Mullan, attorney general and C. A. Robbins, county attorney, attorneys for appellee.

Maxwell & Ramsey, and Jno. A. Guiher, attorneys for appellant.

Assignment of Errors.

1st. The court erred in taking jurisdiction of the case in this
11 cause, because there is no allegation in the indictment that the defendant is a corporation and there is nothing in the notice to the defendant showing or alleging that the defendant was a corporation.

2nd. The court erred in submitting the said cause to the jury because there was no evidence proving, or tending to prove, that the defendant is a corporation, and no evidence tending to show that the defendant was a natural person.

3rd. The court erred in submitting the said cause to the jury for the reason that upon the whole case there was not sufficient testimony to show the guilt of the defendant beyond a reasonable doubt.

4th. The court erred in submitting the said cause to the jury for the reason that the evidence showed clearly that the defendant was not guilty of the crime charged in the indictment.

5th. The court erred in giving to the jury the statement of issues as given by the court in its statements of issues, and instructions, for the reason that the said statement of issues showed on its face that the defendant was not a natural person, and there is nothing in the statement of issues, showing, or tending to show that the defendant was an artificial person created by the law of this, or any other State.

6th. The court erred in giving to the jury instructions (No. 4) of the instructions given on its own motion for the reason that the same was not applicable to the said cause and tended to mislead the jury.

7th. The court erred in giving to the jury instruction (No. 5) for the reason that the said instruction was not applicable to the facts in said cause, was not sustained by the proof introduced and tended to mislead the jury and that the said instruction was given
12 upon the theory that the said defendant was a corporation, and that there was no evidence on the trial of said cause authorizing or justifying such theory or such instruction.

8th. The court erred in giving to the jury instruction (No. 6) for the reason that the said instruction did not properly state the law as applied to the facts in said cause. That the said instruction was given upon the theory that the defendant was a corporation which theory was not supported by the evidence, in the cause, and the evidence having shown without contradiction that the said packages were carried from St. Joseph, in the State of Missouri to St. Charles, in Iowa, the said liquors were impressed with the character of interstate commerce, and that the laws and statutes of the State of Iowa, were not applicable thereto, and that the said instruction (No. 6) was not a correct statement of the law under the facts, and was prejudicial to the defendant.

9th. That if the court submitted said cause to the jury it should have instructed the jury that the defendant, being a common carrier, and having received the liquors at a point in the State of Missouri for carriage and delivery at a point in the State of Iowa, that the said liquors and the said defendant were not amenable to the laws of the said State of Iowa, and the court erred in not giving such instructions.

10th. The court erred in submitting the said cause to the jury for the reason that the statute of the State of Iowa under which the said indictment was found and prosecuted, was under the facts in said cause, in contravention of the interstate commerce clause of the Constitution of the United States, and because under the proof introduced to sustain the alleged offense charged in the indictment the

said defendant was tried and convicted for the transportation
13 by it, as a common carrier of liquors delivered to defendant in the State of Missouri to be carried by it to the State of Iowa, C. O. D. to be there delivered by it to the consignee upon the payment of the C. O. D. charges, and that the said facts do not constitute an offense under the Constitution and laws of the United States, and that such acts are permitted and governed wholly by the Constitution and laws of the United States of America, and that the submission of said cause to the jury and the conviction in this cause was in contravention of the interstate commerce clause of the Constitution of the United States of America.

11th. The court further erred because the practical and legal effect of instructions 4, 5 and 6 is a determination by the courts of this State of the manner in which commerce may be conducted between citizens of the State of Iowa and citizens of the State of Missouri, in that the practical effect of such instructions is that citizens of one State cannot purchase goods or merchandise of citizens of another State, which are to be carried from a point in another State, to the State of Iowa, and which are to be paid for by the consignee upon delivery to the consignee through a common carrier.

MAXWELL & RAMSEY AND
JNO. A. GUIHER,
Attorneys for Appellant.

I hereby certify that the cost of printing this assignment of errors is $4.00.

JNO. A. GUIHER,
Attorney for Defendant.

14 Not to be officially reported.

In the Supreme Court of Iowa, January Term, 1903.

STATE OF IOWA
v.
THE ADAMS EXPRESS COMPANY, Appellant.

From Madison district court.—J. H. Applegate, judge.

The defendant was indicted, tried and convicted of keeping a liquor nuisance, and from a judgment on the verdict it appeals.

John A. Guiher and Lawrence Maxwell, Jr. for appellant.

Chas. W. Mullan, attorney general, and Chas. A. Van Vleck, assistant attorney general, for the State.

Per Curiam:

The facts controlling this case are substantially the same as appear in State *vs.* American Express Company, *et al.*, 92 N. W. 66, and in Latta *vs.* United States Express Company, 92 N. W. 68.

Following the decisions in those cases, the judgment here must be, and it is
Affirmed.

15 In the Supreme Court of Iowa, May Term, 1903.

That on the 29th day of May, 1903, the following proceedings were had in the supreme court of Iowa, to-wit:

STATE OF IOWA
vs.
ADAMS EXPRESS COMPANY, Appellant. } Appeal from Madison District Court.

In this case the court being fully advised in the premises file their written opinion affirming the judgment of the district court. It is therefore considered by the court that the judgment of the court below be and it is hereby affirmed, and that a writ of *procedendo* issue accordingly.

It is further considered by the court that the appellant pay the costs of this appeal taxed at $10.75 and that execution issue therefor.

16 Filed Jun- 29, 1903. Jno. C. Crockett, Clerk Supreme Court.

Supreme Court of Iowa.

STATE OF IOWA, Appellee,
vs.
ADAMS EXPRESS COMPANY, Appellant.

Assignment of Errors.

The Adams Express Company on the writ of error from the Supreme Court of the United States assigns as error:

1. That the transaction on account of which the Adams Express Company was prosecuted and convicted constituted interstate commerce, and was not subject to regulation by the State of Iowa, and that the statute under which it was convicted, in its application to the admitted facts of the case, is in conflict with the commerce clause of the Constitution of the United States.

2. That the supreme court of Iowa overruled the ninth, tenth and eleventh assignments of error in that court.

The Adams Express Company therefore prays that the judgment of the supreme court of Iowa may be reversed.

LAWRENCE MAXWELL, JR.,
Counsel for Adams Express Company.

17 Know all men by these presents, that we, The Adams Express Company, as principal, and The Bankers' Surety Company, as surety, are held and firmly bound unto The State of Iowa in the full and just sum of five hundred ($500.) dollars, to be paid to the said State of Iowa, or assigns: to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this nineteenth day of June, in the year of our Lord one thousand nine hundred and three.

Whereas, lately at a term of the supreme court of Iowa in a suit depending in said court, between The State of Iowa as appellee and The Adams Express Company as appellant, therein, a judgment was rendered against the said Adams Express Company, and the said Adams Express Company having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said State of Iowa citing and admonishing it to be and appear at a Supreme Court of the United States, at Washington, within thirty days from the date thereof.

Now, the condition of the above obligation is such, that if the said Adams Express Company shall prosecute said writ to effect, and answer all damages and costs if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

ADAMS EXPRESS COMPANY, [SEAL.]
By KENTON SANFORD, *Superintendent.*

[Seal of The Bankers' Surety Company, Cleveland, Ohio.]

THE BANKERS' SURETY CO. [SEAL.]
OF CLEVELAND, OHIO,
By JAMES M. SPRAGUE, *Att'y in Fact.*

Sealed and delivered in presence of—

—— ——.

Approved by—

R. W. PECKHAM,
Asso. Justice of the Supreme Court of the United States.

[Endorsed:] Filed Jun- 29 1903 Jno. C. Crockett clerk supreme court.

18 UNITED STATES OF AMERICA, *ss:*

[Seal of the Supreme Court of the United States.]

The President of the United States of America to the honorable the judges of the supreme court of the State of Iowa, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Adams Express Company, appellant, and The State of Iowa, appellee, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question
19 the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission; a manifest error hath happened to the great damage of the said appellant as by its complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same in the said Supreme Court at Washington, within 30 days from the date hereof, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 19th day of June in the year of our Lord one thousand nine hundred and three.

JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
R. W. PECKHAM,
Associate Justice of the Supreme Court of the United States.

[Endorsed:] Filed Jun- 29 1903 Jno. C. Crockett clerk supreme court.

20 UNITED STATES OF AMERICA, *ss:*

To the State of Iowa, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, at Washington, within 30 days from the date hereof, pursuant to a writ of error, filed in the clerk's office of the supreme court of the State of Iowa, wherein Adams Express Company is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Rufus W. Peckham, associate justice of the Supreme Court of the United States, this 19th day of June, in the year of our Lord one thousand nine hundred and three.

R. W. PECKHAM,
Associate Justice of the Supreme Court of the United States.

21 Due and legal service of the within citation is hereby accepted this 29th day of June 1903 at Des Moines Iowa.

ALBERT B. CUMMING,
Governor of Iowa.
CHAS. W. MULLAN,
Attorney General of Iowa.

[Endorsed:] Filed Jun- 29 1903. Jno. C. Crockett, clerk supreme court.

22 In the Supreme Court of Iowa.

STATE OF IOWA, Defendant in Error,
vs.
ADAMS EXPRESS COMPANY, Plaintiff in Error. } Return of Clerk on Writ of Error.

THE UNITED STATES OF AMERICA,
State of Iowa, } *ss:*

I, Jno. C. Crockett, clerk of the supreme court of Iowa, in pursuance of the command of the writ of error in the above entitled cause to which this certificate is attached, do hereby certify and return that the above and foregoing is a true and correct transcript of the record, opinion, and final judgment of this court, in the case of The State of Iowa defendant in error *vs.* The Adams Express Company plaintiff in error, as full true and complete as the same are now of record, and on file in my office.

I further certify that the assignment of errors, bond, petition for allowance of writ of error and citation with return of service and acceptance thereon are hereto attached in original form, true and correct copies of same being retained on file in this office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court this 29th day of June A. D. 1903.

[Seal of the Supreme Court of Iowa.]

JNO. C. CROCKETT,
Clerk Supreme Court.

Endorsed on cover: File No. 19,003. Iowa supreme court. Term No. 82. Adams Express Company, plaintiff in error, *vs.* The State of Iowa. Filed July 9th, 1903.